



DAVID SANDERS, Ph.D.
DIRECTOR

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

June 17, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Board of Supervisors

GLORIA MOLINA
First District

YVONNE BRATHWAITE BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

REQUEST TO APPROVE AMENDMENT ONE TO AGREEMENT NUMBER 74076 WITH THE COMMUNITY COLLEGE FOUNDATION FOR EARLY START TO EMANCIPATION PROGRAM (ESTEP) SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached Amendment One to extend Agreement Number 74076 with the Community College Foundation (CCF), for the provision of assessment and educational services to selected foster/probation youth, for two years beginning July 1, 2003 through June 30, 2005 and to coincide with a Federally mandated evaluation of foster youth programs. The total cost of the Amendment is \$4,775,130 based on an annual cost of \$2,387,565, funding, which is included in the Department's Proposed Budget for FY 2003-04 using \$1,300,565 (54.5%) Federal and \$1,087,000 (45.5%) State funds. There is no net County cost.
2. Delegate authority to the Director of the Department of Children and Family Services (DCFS), or designee, to execute future amendments to increase the contract amount up to 10% annually to cover any unanticipated increase in service effective the date of execution through June 30, 2005, provided that: (a) sufficient funds are allocated in DCFS' Budget; (b) approval of the amendment by County Counsel and the Chief Administrative Office (CAO) is obtained; and (c) the Director confirms the execution of such amendments in writing to your Board and the CAO within 15 workdays from the date of execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The Department's "Early Start to Emancipation Program" (ESTEP) was one of two DCFS programs selected for an evaluation by the Chapin Hall Center for Children on behalf the Urban Institute, as required by the Foster Care Independence Act (FCIA). To maintain the integrity and consistency of the ESTEP program for the study, it is necessary to extend the existing Agreement with the Community College Foundation (CCF) for two years, during which time the 18-month evaluation will occur.

The recommended actions will enable DCFS to continue to provide assessment and educational services to selected foster/probation youth, ages 14-15, under the ESTEP program, while providing critical information about the program's methods and effectiveness for the evaluation study.

The services enable foster/probation youth to gain the requisite knowledge and skills to emancipate successfully from the foster care system. Such youth are identified as not having any network of support for real-world living and receive supplemental assistance including tutoring and skill building workshops. The youth will attend various events designed to prepare them for the opportunities and choices they will have during the years leading to their emancipation and will provide needed services to further their goal of living independently after emancipation.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the County Strategic Plan by increasing access to emancipation and post emancipation services (Goal #1-Service Excellence, Strategy #1-Develop Standards for User Friendly Service) and increasing public/private partnerships (Goal #4-Fiscal Responsibility, Strategy #3-Increase Public/Private Partnerships).

FISCAL IMPACT/FINANCING

The total cost of the Amendment is \$4,775,130 based on an annual cost of \$2,387,565, for which funding is included in the Department's FY 2003-04 Proposed Budget using \$1,300,565 (54.5%) Federal and \$1,087,000 (45.5%) State funds. There is no net County cost.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

Since 1987, the County of Los Angeles has contracted with Community College Foundation for the provision of Emancipation/Independent Living Program services. Community College Foundation provides comprehensive and coordinated services for youth at their homes and at community colleges throughout Los Angeles County's eight Service Planning Areas.

In April 2002, DCFS conducted a pre-bid survey, in accordance with State regulations. The pre-bid survey resulted in no other interested parties. Therefore, a formal solicitation was not required, per State regulations, and a sole source agreement was negotiated and submitted to your Board for approval.

On July 9, 2002, your Board approved this Agreement with CCF for one (1) year from the date of execution by your Board through June 30, 2003.

In May 2003, DCFS agreed to participate in a major study sponsored by the Chapin Hall Center for Children on behalf the Urban Institute. ESTEP was one of two DCFS programs selected for the evaluation. The evaluation will be conducted to better understand the needs of foster youth and examine the services and resources available to them under the program. The evaluation is designed only for well-established programs and the County's ESTEP program was selected in particular for the length of time that it has been operational, its size and the cultural diversity represented in the program. The 18-month evaluation is required under the Foster Care Independence Act (FCIA), which created the John Chafee Foster Care Independence Program, and is scheduled to begin September 2003.

This Amendment One becomes effective July 1, 2003 through June 30, 2005. The Agreement provisions have been updated in the Amendment and the Agreement includes the provision that states that the County has no obligation to pay for expenditures exceeding the maximum contract sum. Further, the Contractor will not be asked to perform services, exceeding the contract amount, scope of work, or contract dates and the County may terminate the Agreement at any time by providing 30-day advance written notice to the Contractor. The Community College Foundation is in compliance with all Board, Chief Administrative Officer and County Counsel requirements.

This Board letter has not been reviewed by County Counsel, but has been reviewed by the Chief Administrative Office. The Amendment has been approved as to form by County Counsel.

CONTRACTING PROCESS

On May 2, 2003, DCFS requested that California Department of Social Services (CDSS) approve a two-year extension of this Agreement so that DCFS may participate in the evaluation. Extending with CCF will maintain the integrity and consistency of the ESTEP program, which is a well-established program identified for the evaluation. On May 28, 2003, the State approved DCFS' request for a two-year extension for a total of three years for this Agreement. The State's approval is based on divisions 23-650.18, 23-621.11, and 23-621.14 of the CDSS Manual, Chapter 23-600 – Purchase of Service.

Divisions 23-650.18 of the CDSS Manual allows contracts to be negotiated without formal advertising, but requires that the County solicit proposals from as many sources as practical. Divisions 23-621.11 and 23-621.14 allow for the additional two years of this Agreement, specifically for a maximum of three years, and to cover the length of "CDSS sponsored projects" to "maintain the experimental integrity and continuity of the project".

Prior to the decision to request an extension on this agreement, the Department initiated a "Pre-Bid Survey", which resulted in three interested parties in addition to the current provider. Although DCFS is interested in the services that other potential contractors may provide, contracting with a provider other than CCF would not be conducive to the requirements of the evaluation. The result would be substantial differences in the types and quality of services; a lengthy learning curve for the new contractor; and compromised integrity and consistency of the program.

Amendment One complies with Section 2.5.2, Sole Source Contract, of the County's Services Contracting Manual in that the services required can only be provided by CCF in the timeframe required for the evaluation and that the County's best interest would be served by eliminating, for the purposes of the evaluation, the long learning curve that would be required by a new provider.

DCFS has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This program will allow CCF to continue providing individual tutoring and workshops/seminars to selected foster/probation youth necessary to assist youth in building essential living skills and help them towards emancipation. In addition, the CCF program selected to participate in the evaluation will meet the requirements of the evaluation process.

CONCLUSION

Upon execution by the Board of Supervisors, it is requested that the Executive Officer-Clerk of the Board send an executed copy of the adopted Board Letter and any attachments to:

1. Department of Children and Family Services
Contracts Administration
Attention: Walter Chan, Contracts Manager
425 Shatto Place, Room 205
Los Angeles, CA 90020
2. Office of the County Counsel
Attention: Rose Belda, Senior Deputy County Counsel
201 Centre Plaza Drive
Ground Floor
Monterey Park, CA 91754
3. Community College Foundation
Attention: Delia Johnson, Vice President
14156 Magnolia Blvd., Suite 101
Sherman Oaks, CA 91423

Respectfully submitted,

DAVID SANDERS, Ph.D.
Director

DS:rr

Attachments (1)

- c: Chief Administrative Officer
Executive Officer, Board of Supervisors
County Counsel

**AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 74076 WITH THE COMMUNITY
COLLEGE FOUNDATION FOR EARLY START TO EMANCIPATION PROGRAM (ESTEP)
SERVICES**

This Amendment Number One (hereafter, Amendment) to Agreement Number 74076 (hereafter, Agreement) for Early Start to Emancipation Program (ESTEP) services, is made and entered into at Los Angeles, California this _____ day of _____ 2003, by and between the County of Los Angeles (hereafter, COUNTY) and The Community College Foundation (hereafter, CONTRACTOR).

W I T N E S S E T H

WHEREAS, the COUNTY has determined that the services to be provided under this Agreement are necessary to assist foster/probation youth ages 14-15, placed in out of home care, to build essential daily living skills;

WHEREAS, the COUNTY desires to continue to provide assessment and intervention services to selected foster/probation youth ages 14-15, placed in out of home care to increase awareness of resources available to youth leading into emancipation, beyond the current termination date of June 30, 2003 for this Agreement; and

WHEREAS, the California Department of Social Services (CDSS) has approved a request to extend this Agreement for two years beyond its scheduled termination date of June 30, 2003;

NOW THEREFORE, COUNTY and CONTRACTOR mutually agree to the following changes to the Agreement:

1. Section 1.0, Applicable Documents, Subsection 1.2 is amended to read as follows:

1.2 Exhibits A, A-1, B, B-1, C, D, E, F, G, H, I, J, K, K1, L, M, N, and O set forth below are attached to and incorporated by reference in this Agreement.
2. Section 1.0, Applicable Documents, Subsection 1.3 is amended in part to add the following in alphabetical order:

1.3 Exhibit B-1 Supplemental Budget
Exhibit O – Safely Surrendered Baby Law
3. Section 3.0, TERM AND TERMINATION, Subsection 3.2 is added as follows:

The term of this Agreement shall continue from July 1, 2003 through June 30, 2005, unless terminated earlier as provided herein.
4. Section 4.0, CONTRACT SUM, Subsection 4.1, is added as follows:

COUNTY and CONTRACTOR agree that this is a firm-fixed price contract. During the term of this Agreement, COUNTY shall reimburse CONTRACTOR for the costs of performing the services set forth in Exhibit A, Statement of Work, in accordance with Section 5.0, Payment and Invoices, provided that the total amount payable under this Agreement is \$7,162,695 Maximum Contract Sum.

5. Section 4.0, CONTRACT SUM, Subsection 4.3.1 is added to read as follows:

The Maximum Annual Contract Sum shall not exceed \$2,387,565 for the contract period from July 1, 2003 through June 30, 2004; and \$2,387,565 for the contract period from July 1, 2004 through June 30, 2005.

6. Section 5.0, PAYMENT AND INVOICES, is amended to add Subsection 5.13, No Payment for Services Provided Following Expiration/Termination of Agreement, as follows to the Agreement:

5.13 No Payment for Services Provided Following Expiration/Termination of Agreement

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Agreement. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Agreement.

7. Section 50.0, MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN, is added to the Agreement as follows:

50.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential Contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at http://lacounty.info/doing_business/main_db.htm.

8. Section 11.0, NOTICES, is amended by deleting Subsections 11.2 and 11.3 in their entirety and replacing them with a new Subsection 11.2, to read as follows:

11.2 All notices may also be given upon personal delivery to any person whose actual knowledge would be sufficient notice to CONTRACTOR. Further, it

is expressly understood that actual knowledge of an individual CONTRACTOR shall in any case be sufficient notice. If the CONTRACTOR is a partnership or a corporation, actual knowledge of a partner, officer or member of the corporation, or of the managing agent regularly in charge of the work on behalf of CONTRACTOR, shall also be deemed sufficient.

9. Section 42.0, PROPRIETARY RIGHTS, is deleted in its entirety and replaced by a new Section 42.0, PROPRIETARY RIGHTS, which shall read as follows:

42.0 PROPRIETARY RIGHTS

- 42.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Agreement shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 42.2 Notwithstanding any other provision of this Agreement, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Agreement, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Agreement, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.
- 42.3 Any materials, data and information not developed under this Agreement, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".
- 42.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Subsection 42.3. COUNTY agrees not to reproduce or distribute such

materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

42.5 Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated in any way under Subsection 42.4 for:

42.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Subsection 42.3;

42.5.2 Any materials, data and information covered under Subsection 42.2; and

42.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

42.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Agreement. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

42.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

42.8 The provisions of Subsections 42.5, 42.6, and 42.7 shall survive the expiration or termination of this Agreement.

10. Sections 51.0, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDER BABY LAW, and 52.0, CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDER BABY LAW, are added as follows:

51.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDER BABY LAW

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los

Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit O, Safely Surrender Baby Law Fact Sheet, of this Agreement and is also available on the Internet at www.babysafela.org <<http://www.babysafela.org>> for printing purposes.

52.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDER BABY LAW

CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrender Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractor's to voluntarily post the COUNTY's "Safely Surrender Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. SIGNATURES BELOW INDICATE ACCEPTANCE AND AGREEMENT TO THIS AMENDMENT.

**AMENDMENT NUMBER ONE TO AGREEMENT NUMBER 74076 WITH THE COMMUNITY
COLLEGE FOUNDATION FOR EARLY START TO EMANCIPATION PROGRAM (ESTEP)
SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Amendment to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Office thereof, and CONTRACTOR has caused this Amendment to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer-Clerk of the
Los Angeles County
Board of Supervisors

By _____

CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
LLOYD W. PELLMAN, County Counsel

BY _____
County Counsel

DIRECT EXPENSES**PERSONNEL COSTS****A. Salaries & Wages**

		Number Full Time Equivalent	Part-Time Emp.	Length of Year	Total for Year
Regional Director	\$112,445	0.25		100%	\$28,111
Program Managers	\$60,000	2.00		100%	\$120,000
Program Coord	\$48,410	2.00		100%	\$96,821
Emancipation Preparation Advisor					
Average Salary	\$34,000	12.0		100%	\$408,000
Administrative Assistant	\$30,000	2.0		100%	\$60,000
Clerk	\$24,120	2.0		100%	\$48,240
Master Tutors (40 Youth Tutored)					
Full time @ \$15/hr (1)	\$15,000	-	12.0	100%	\$180,000
Peer counselors	\$4,875	-	24.0	100%	\$117,000
Part Time @ \$6.75/hr for Approximately 14 hrs/wk					
Tutors (456 Youth Tutored)					
Part Time @\$11/hr: 4 youth tutored for 65 hours/youth (2)	\$2,860	-	112.0	100%	\$320,320

Total Salaries & Wages	\$ 1,378,492
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B. Employee Benefits

	Percentage of Salary	
Medical/Dental (Master Tutors, Tutors, Peer Coun. Not Included)	9.00%	\$ 68,505
Professional Liability	1.00%	\$ 13,785
Social Security	7.65%	\$ 105,455
State Unemployment (percentage of first \$7000 of wages or allocated portion)	3.85%	\$ 25,528
Workmen's Comp	1.10%	\$ 15,163
Life Insurance	0.23%	\$ 3,171

Total Benefits	\$ 231,607
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C. Consultant

Curriculum & Materials Development	\$ 5,000
Computer Network Administrator	\$ 20,000

Total Consultants	\$ 25,000
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TOTAL PERSONNEL COSTS	\$ 1,635,099
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INDIRECT EXPENSES:**NON-PERSONNEL COSTS****D. Transportation & Travel**

Mileage	3000 miles per staff @	28.25	staff	0.300 per mile	\$ 25,425
Travel	4 trips to meet with CCF fiscal personnel	2	staff	400.00 per trip	\$ 3,200

TOTAL TRANSPORTATION	\$ 28,625
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E. Facilities Costs

Office Rent	4,000 Sq Ft @	50%	12.00 months	\$ 46,800
Telephone	\$50.00 per month @	20.25	12.00 months	\$12,150

TOTAL FACILITIES	\$ 58,950
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F. Consumable Supplies

Business Cards	18.25 Staff @	\$ 50	per person	\$ 913
Postage	12 Months @	\$ 500	per month	\$ 6,000
Paper/printing	12 Months @	\$ 300	per month	\$ 3,600
Other	12 Months @	\$ 150	per month	\$ 1,800
Assessment Materials	1650 Sets @	\$ 10	per set	\$ 16,500
Tutoring materials	496 Sets @	\$ 50	per set	\$ 24,800
Fingerprints	146 Sets @	\$ 24	per set	\$ 3,504
Food for Practicum	72 sessions	\$ 148.50	for 22 youth per session	\$ 10,692

TOTAL CONSUMABLES	\$ 67,809
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G. Equipment

Computer	Unit Cost		
13 Computers @	\$ 1,800	\$ 23,400	
13 Network Cards @	\$ 200	\$ 2,600	
5 Furniture	\$ 750	\$ 3,750	
4 Phones	\$ 200	\$ 867	
4 Phone Install	\$ 200	\$ 867	
Postage Meter Lease		\$ 4,000	
Copier	50% 8000	\$ 4,000	

TOTAL EQUIPMENT	\$ 39,483
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H. Other

Staff Development	\$10,000
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TOTAL OTHER	\$ 10,000
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I. College Subcontracts (3)

12 College- Instruction Materials	\$20	Per Youth	66.00 Youth	\$15,840
12 College- 5 Ongoing Days for 3 groups	\$215	per hour	60.00 hours	\$154,800
12 College- Food for 22 Youth for 3 groups	\$148.5	Per Day	15.00 Days	\$26,730
12 College- On-going Incentives	\$49	Per Youth	66.00 Youth	\$38,808

TOTAL COLLEGE SUBCONTRACTS	\$ 236,178
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TOTAL NON-PERSONNEL COSTS	\$ 441,045
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SUBTOTAL	\$ 2,076,143
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J. Indirect Charge @15%	\$ 311,421.52
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TOTAL	2,387,565
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(1) Master tutors will tutor 40 youth; Tutors will tutor 456 totalling 496 youth.

(2) Tutors will be compensated for up to 50 contact hours
and 15 hours per youth for tutor training, paper work, and supervision meetings.

(3) Each college subcontract consists of 15 - 4 hour training sessions.

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(*Health and Human Services Agency*)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(*Department of Social Services*)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.